

the teachings of Harvey. Nowhere does Harvey state that his “entire architecture” could function as peer-to-peer. To the contrary, the only mention of a “peer” or the term “peer-to-peer” in Harvey is found in column 24, lines 17-20, which states, “Those skilled in the art will recognize that control could alternatively be accomplished through a peer-to-peer network or through other communications links.” Clearly, Harvey discloses only that a peer-to-peer network is one example of a communication link through which a central controller module 115 may accomplish control of a user/client computer 110 to control multiple player game play, in a client/server model. Contrary to the Examiner’s assertion, Harvey does not state that the “entire architecture” of Harvey’s Information and Application Distribution System (IADS) could function as peer-to-peer. Even if the communication link through which the control functions of Harvey are performed was implemented as a peer-to-peer communication link (which is the most that can be read from Harvey), that would not result in a peer-to-peer network environment having a plurality of peer groups, wherein each peer group comprises a plurality of peer group members. At most, Harvey merely states that a communication link for control could be a peer-to-peer communication link.

The Examiner further asserts: “And if the architecture functions as peer-to-peer then the control would be accomplished through clients instead of a central controller because a central controller could not function under a peer-to-peer architecture. It is obvious to those having ordinary skill in the art, as stated in Harvey, to change this architecture to peer-to-peer. Therefore, Harvey can be implemented as a peer-to-peer architecture creating peer groups or communities and group members.” **This is blatant hindsight speculation by the Examiner with absolutely no support in the actual teachings of Harvey.** As discussed above, there is nothing in Harvey to disclose changing the architecture of Harvey’s IADS, and Harvey provides absolutely no description whatsoever of how his teachings would be adapted to a peer-to-peer architecture. At most Harvey merely states that a communication link for control could be through a peer-to-peer network. Therefore, there is nothing in Harvey that anticipates a peer-to-peer network environment having a plurality of peer groups, wherein each peer group comprises a plurality of peer group members, as recited in claim 1.

In further regard to claim 1, contrary to the Examiner’s previous assertion, Harvey fails to disclose, in column 4, lines 20-43, or elsewhere, a peer-to-peer network environment comprising a plurality of peer groups, wherein each peer group comprises a plurality of peer group members, and wherein each peer group member comprises a network node configured to communicate with other members of its peer group over one or more networks, and wherein each peer group defines a common set of services available to members of that peer group. **Harvey clearly fails to disclose a plurality of peer groups each comprising a plurality of peer group members, wherein each peer group defines a common set of services available to members of that peer group.** Instead, Harvey discloses an Information and Application Distribution System (IADS) that operates, in one embodiment, to “distribute, initiate and allow interaction and communication within like-minded communities.” Harvey further discloses a central controller, a component of the IADS, which “facilitates interaction and introduction between and among users.” Harvey nowhere teaches or suggests that the central controller functions as a peer group member, nor does Harvey teach or suggest a peer-to-peer relationship between the central controller and the users. Note that the meaning of the terms “peer” and “peer-to-peer” is well understood by those of ordinary skill in art of computer network systems. No one of ordinary skill in the art would consider Harvey’s teachings to pertain to a peer-to-peer network environment comprising a plurality of peer groups, wherein each peer group comprises a plurality of peer group members, and wherein each peer group member comprises a network node configured to communicate with other members of its peer group over one or more networks, and wherein each peer group defines a common set of services available to members of that peer group, as recited in claim 1. Instead, Harvey clearly discloses that the relationship between the central controller and the users is in accordance with the client/server model in column 6, lines 14-49.

Thus, it is clear that, rather than disclosing peer groups that “define a common set of services available to members of that peer group”, Harvey discloses a server (central controller module 115) that provides applications and services stored on data storage modules 160 to clients 110 in accordance with a client/server model. Even if the communication link for control in Harvey was implemented as a peer-to-peer communication link, that would

not result in a peer-to-peer network environment having a plurality of peer groups, wherein each peer group comprises a plurality of peer group members, and wherein each peer group defines a common set of services available to members of that peer group. Using a peer-to-peer communication link for control (**which is the only thing Harvey mentions about peer-to-peer**) would not require peer groups each defining a common set of services available to members of that peer group. Nor would it change the centralized control and client-server nature of Harvey's system.

In further regard to claim 1, contrary to the Examiner's assertion, Harvey fails to disclose, in column 11, line 62-column 12, line 5, or elsewhere, that a plurality of members of one of the plurality of peer groups are configured to share a network service or content with other members of that peer group only, so that said peer group defines a limited domain of availability for said network service or said content. Instead, in column 11, line 67-column 12, line 5 Harvey discloses that the central controller module 115 may be provided with a list of users that may access a community, and the central controller module 115 may then access that list of users to govern access to the community. Harvey further discloses that a community is created by a creator via the central controller module 115, in column 4, lines 24-26, and that the community is stored on data storage module 160, in column 6, lines 59-62. Thus, the "community" in Harvey is clearly NOT a plurality of members of one of the plurality of peer groups configured to share a network service or content with other members of that peer group only, so that said peer group defines a limited domain of availability for said network service or said content. Applicants note that the Examiner did not include any rebuttal of this argument in the Final Action.

Anticipation requires the presence in a single prior art reference disclosure of the identical invention including each and every limitation of the claimed invention, arranged as in the claim. As discussed above, Harvey clearly fails to disclose the specific combination of limitations recited in Applicants' claim 1 and clearly cannot be said to anticipate claim 1. Therefore, for at least the reasons presented above, the rejection of claim 1 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 1 also apply to claim 70.

Regarding claim 2, in the Response to Arguments section of the Final Action, the Examiner asserts that Harvey states, "this invention relates to the use of various communications protocols in order to distribute and enable community applications and information through a public or private network to enable users to interact and communicate with like-minded communities," in column 1, lines 9-35. The Examiner asserts that, therefore, Harvey discloses the invention as claimed. However, communication protocols for distributing applications and information are not the same as, and have nothing to do with, membership protocols for joining a peer group, implemented by a membership service, as recited in claim 2.

Also regarding claim 2, contrary to the Examiner's previous assertion, Harvey fails to disclose, in column 11, lines 28-50 or elsewhere, a peer-to-peer network environment...wherein said common set of services comprises a membership service, wherein said membership service implements a membership protocol for joining a peer group such that any peer in the peer-to-peer network environment may apply for membership in the peer group in accordance with the membership protocol. Applicants respectfully assert that, in column 11, line 28-50, Harvey discloses that, in the process of creating a community, the creator may designate a privacy level for the community that may indicate what users (clients) may access the community (column 11, lines 28-31). As previously noted, Harvey discloses that a community is created by a creator via the central controller module 115, is stored in data storage module 160, and access to the community is controlled by a server (central controller module 115) in accordance with a client/server model. The privacy level disclosed by Harvey is simply a parameter of the community that may be set by the creator to indicate what users (clients) may access the community stored in data storage module 160 via the server (central controller module 115) in accordance with the client/server model, and may be set to a level that allows any user (client) to access the community via the central controller module 115 or set to other levels that restrict access to certain users to varying degrees. Again, this clearly has nothing to do with membership protocols for joining a peer group, as recited in claim 2.

Applicants respectfully assert that, for at least the reasons presented above, Harvey does not teach or suggest all of the limitations of claim 2. Thus, the rejection of claim 2 is not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 2 also apply to claims 28, 44, 71, and 87.

Regarding claims 20, 27, 80, 90, 96, 97 and 99, similar arguments as made above for claims 1 and 2 apply. Thus, the rejection of claims 20, 27, 80, 90, 96, 97 and 99 is not supported by the cited prior art and removal thereof is respectfully requested.

Regarding claim 39, 86, 91 and 98, similar arguments as made above for claim 1 and 2 apply. Specifically, Applicants respectfully assert that Harvey fails to disclose, in column 4, lines 20-43 or elsewhere, a common set of services to be instantiated within the peer group by members of the peer group. In further regard to claim 39, 86, 91 and 98, Applicants note that the Examiner cites column 13, lines 5-26, and asserts that “an invitation serves the purpose of an advertisement.” The Examiner is incorrect. An invitation is not an advertisement that comprises an identifier for the peer group, a description of a common set of services to be instantiated within the peer group by members of the peer group, and a membership service advertisement indicating how others peers may request to join the peer group. Furthermore, for the standard of anticipation, it is not sufficient that the prior art teach something that serves the same purpose. For example, two different systems that serve the same purpose, but work in different ways are not identical under the standard of anticipation. This is well settled law. Anticipation requires the identical invention. Also, Harvey discloses that the invitation disclosed in column 13, lines 5-26 is only sent to invited users, whereas Applicants’ claim 39 states that at least a portion of an advertisement is published.

In the Response to Arguments section of the Final Action, the Examiner restates his assertion that invitations serve the purpose of advertisement. He also asserts that advertisements of products and services are mentioned throughout the reference, that it was well known in the art at the time of the invention to advertise, and that, thus, Harvey overcomes the invention as claimed. The Examiner seems to be contradicting his earlier position that the invitations of Harvey are analogous to the advertisements of the present invention. Furthermore, in Harvey, commercial advertisements for products and services have absolutely nothing to do with an advertisement for a peer group, as recited in claim 39, which comprises the elements recited therein.

In further regard to claim 39, 86, 91 and 98, Applicants strongly disagree that the community identification information disclosed by Harvey in column 7, line 58-column 8, line 11 anticipates an identifier for the peer group comprised in the advertisement. Further, nowhere in Harvey can Applicants find that the community identification information disclosed in column 7, line 58-column 8 is included in an advertisement for the community, nor in an “invitation” for the community.

Thus, for at least the reasons presented above, the rejection of claims 39, 86, 91 and 98, is not supported by the cited prior art and removal thereof is respectfully requested.

Regarding claim 50 and 61, similar arguments as made above for claim 1 and 2 apply. In addition, Applicants note that the Examiner cites column 16, lines 50-59 as teaching peer nodes configured to participate in a peer discovery protocol to discover other peer nodes and discover one or more peer groups, wherein said discovering one or more peer groups comprises discovering one or more peer group advertisements for the peer groups. However, in the cited passage, Harvey teaches a tool bar on a graphic interface that may allow a user to browse through a hierarchical structure that organizes various communities. Applicants strongly disagree that a tool bar and graphic interface as described in the cited passage that allow a user to visually browse various communities have anything at all to do with peer nodes configured to participate in a peer discovery protocol to discover other peer nodes and peer groups, nor with a subset of peer nodes being configured to participate in a peer membership protocol for joining said discovered groups, as recited in claim 50.

In the Response to Arguments section of the Final Action, the Examiner states that, "Harvey discloses implementing various protocols as mentioned earlier and elsewhere in the reference." However, as previously discussed, the only protocols mentioned in Harvey are communication protocols for a computer connecting to a network and for distribution of information and applications. Nowhere does Harvey disclose a peer discovery protocol for peer nodes in a peer-to-peer network to discover other peer nodes.

The Examiner also points to column 17, line 43 – column 18, line 2 and asserts that Harvey states that, "... the names of communities will provide an indication of the relative sizes and activity levels of a community, as well as an indication of how a user may join the community." However, this passage specifically refers to a navigation function that a user may select "once the user has experienced a community," as stated in column 17, line 44, and information about the community that is displayed in a browser. There is nothing in this passage, or elsewhere in Harvey, to teach that this indication of how a user may join a community involves a peer membership protocol for joining said discovered groups, as recited in claim 50.

Thus, for at least the reasons presented above, contrary to the Examiner's assertion, Harvey fails to disclose the limitations of claim 50. Therefore, for at least the reasons presented above, the rejection of claim claims 50 and 61 is not supported by the cited prior art and removal thereof is respectfully requested.

The Examiner's rejection of many of the dependent claims is additionally erroneous. For example, the cited art is clearly insufficient to support the rejection of claims 3, 8, 19, 29, 38, 45, 49, 56, 60, 63, 67, 72, 75 and 92 as discussed in Applicant's response filed on January 3, 2006, on pages 9-11. Applicants also note that in a telephone conversation on February 1, 2006 with Applicants' undersigned Attorney, the Examiner stated that claim 4 was allowable.

In light of the foregoing remarks, Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested. If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such an extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert & Goetzel, PC Deposit Account No. 501505/5681-07000/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☒ Notice of Appeal

Respectfully submitted,



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